



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

spond. . . . But other risks may probably be guarded against, or a special valuation set, if reasonable, upon a closed receptacle." And at p. 151, "Nor is a stockyard company or other mere agistor or warehouseman for a carrier." These are merely conspicuous examples of the loose, careless construction which appears upon every page.

It is, moreover, questionable whether the distinctions taken by the author were all well considered. At page 121, "the three distinguishing characteristics of a public bailment vocation" are pointed out to be, first, that a bailee in that vocation must serve all alike; second, that he is an insurer; and third, that, "by way of offset or limitation to these conditions, the bailee may always claim his reasonable recompense in advance." Is it not true, however, that payment in advance can be exacted by *all* bailees, and that *all* can, if they desire, serve on credit? Apropos of this it may be mentioned that the author does not specifically advert to what is often spoken of as one of the peculiar elements of the "public bailment vocation," namely, the duty of one in that vocation, within the limits of his public profession, to provide adequate facilities. This duty, however, is in a general way in special instances recognized in the book. See paragraphs 255, 256. In paragraph 232 it is stated that, "A boarding-house or lodging-house keeper, pursuing that means of livelihood, is again to be distinguished from a private householder who only casually or upon special consideration receives a boarder or lodger into the family." But paragraph 252 is to the effect that, "The innkeeper is an ordinary bailee where the vocation is not exercised towards the particular person and his personal property upon the strict innkeeping relation. And thus is it, also, in the usual business of boarding-houses and lodging-houses, by the better opinion, or with mere boarders and lodgers generally." See paragraph 239 for another unilluminating distinction.

It is cause for sincere regret that a writer, who undoubtedly knows his subject well, should have been so lax in his presentation of it.

C. M. O.

---

THE PRINCIPLES OF THE AMERICAN LAW OF CONTRACTS AT LAW AND IN EQUITY. Second edition. By John D. Lawson. St. Louis: The F. H. Thomas Law Book Company. 1905. pp. xxvi, 688. 8vo.

As the number of decisions multiplies most rapidly each year, and as the law is continually changing and expanding, a new text-book carrying the cases down to date is always welcome. In the law of Contracts it is doubly welcome because of the dearth of recent authoritative works. The old standard, Parsons on Contracts, has gone through so many editions that its unending sequence of editors' notes makes it now almost unusable. Aside from it, there is Professor Harriman's short work, of comparatively recent publication, and Page on Contracts, of the present year. The latter is a large treatise better adapted for exhaustive reference than to serve as a handbook. Professor Lawson's work, of which the first edition appeared in 1893, is a book adapted to the hasty examination of the busy lawyer. In this respect it resembles Professor Harriman's work, although its treatment is somewhat fuller.

As a whole the work is more easily praised than criticised; but attention may be directed to certain defects of statement and treatment. In § 29, under Formation of the Contract, in attempting to explain the rule by which a contract is held to be completed upon the mailing of the acceptance, the author adopts the erroneous suggestion often found in decisions, the fiction of the mail being the agent of the offerer. As a matter of fact, there is no ground of agency at all: the post-office is a governmental function, not the agent of anybody; and if it could be an agent, it would be the agent, not of the offerer, who does not hire it to bring the acceptance, but of the offeree, who pays the postage on the letter. So in § 253 the statement that a waiver does not require a consideration to be binding, seems too strong, as in general a waiver to be binding requires either a consideration or an estoppel. Again, the treatment of the subject of promises for the special benefit of a third person is open to criticism because of the

failure to distinguish between promises for the sole benefit of a third person and those cases where the primary object is to discharge an obligation of the promisee. See 15 HARV. L. REV. 767. So § 460, dealing with anticipatory breach, is objectionable in that it only gives one half the story, namely, the side in favor of the doctrine, when as a matter of fact there is strong support for the opposing view. See the collection of cases 14 HARV. L. REV. 433, note 5. Apart from these defects of substance, a fault of form which detracts from the general excellence of the book, is the number of typographical errors scattered throughout it. A few mistakes of this kind may be overlooked, but a work which displays more than its share suggests an almost unpardonable negligence in proofreading.

On the other hand, to point out some of the salient points of excellence, the author's treatment of the Statute of Frauds is admirably concise and accurate. In §§ 128-160 his dealing with the law of persons in its relation to contracts is clear and thorough. So his discussion of the law as applied to wagering contracts and contracts of insurance is good. The arrangement of the book, which is closely allied to that adopted by Page, makes a commendably logical presentation of the subject, treating first of the various essentials to the formation of a contract, and then of the legal and equitable remedies available when the contract relation has been established.

G. H. F., JR.

---

A MANUAL RELATING TO THE FORMATION AND MANAGEMENT OF MERCANTILE AND MANUFACTURING CORPORATIONS, with Forms. A Book of Massachusetts Law. By George F. Tucker. Second Edition, Revised, including Revised Laws, Statutes of 1903-1905, and Massachusetts Reports, Vol. 187. Boston: Little, Brown, and Company. 1905. pp. xxvii, 401. 8vo.

This book, as its title implies, is not a treatise, but a book for practical, everyday use by the practicing lawyer, the business man, the investor, or the corporation official who desires to know what the law is and how to act in a given situation. It is gratifying to be able to say that there is an adequate index, a convenience which is none too frequently provided, though indispensable in a book intended for constant use. The changes that have come about in corporation law since the appearance of the first edition, in 1887, make apparent the need for this new edition. Like others of Mr. Tucker's works, the present volume is a book of Massachusetts law; and while not so elaborate as Mr. Dill's work on the New Jersey corporation law, it is a book that will be distinctly serviceable to Massachusetts lawyers. The author has very wisely included forms, and wisely, too, has not set them apart in an appendix, but has worked them into their appropriate places in the text. To make the forms readily available, a separate index of them has been made.

The type, paper, and binding are excellent, but it would have been better to have subdivided the text more often, or to have indicated divisions by headings or spacing. There being no variation of type, and no spacing, it is difficult for the eye to find at once the particular reference obtained by use of the index.

S. H. E. F.

---

THE AMERICAN JUDICIARY. By Simeon E. Baldwin. New York: The Century Co. 1905. pp. xiii, 403. 8vo.

Within the compass of three hundred and eighty-five small pages, Judge Baldwin has succeeded in condensing a treatise upon the American judicial system. As the work was written for the American State Series, the purpose of which is to interest the general public and the elementary student by popular descriptions of our governmental organization, the author has not attempted to do more than state clearly the nature and structure of the judicial branch of the government. For this reason, the book contains little of profit to the advanced student or the lawyer.